

1 Katherine McDonough (California Bar No. 241426)
2 Kraw and Kraw Law Group
3 605 Ellis Street, Suite 200
4 Mountain View, CA 94043
5 kmcdonough@kraw.com
6 650-314-7829 (telephone)
7 650-314-7899 (Facsimile)

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9 Counsel for Plaintiffs:
10 Resilient Floor Covering Pension Fund
11 Board of Trustees, Resilient Floor Covering Pension Fund
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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

13 RESILIENT FLOOR COVERING PENSION)
14 FUND, et al.)
15 Plaintiffs,)
16 vs.)
17 M & M INSTALLATION, INC., et al.)
18 Defendants.)

C08-05561 BZ

STIPULATED JUDGMENT

19
20 SIMAS FLOOR CO., Inc., a California
21 Corporation,
22 Counter-Claimant,
23 vs.
24 RESILIENT FLOOR COVERING PENSION)
25 FUND, et al.,)
26 Counter-Defendants.)

FILED

NOV 28 2012

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 Plaintiffs Resilient Floor Covering Pension Fund and the Board of Trustees of the
2 Resilient Floor Covering Pension Fund, and Defendant and Counter-Claimant Simas Floor
3 Company, Inc. ("Simas Floor") and Defendants M&M Installation, Inc. ("M&M"), Mark K.
4 Simas, Kenneth Simas, Jack Simas, David G. Simas, Craig Simas, and Michele Simas Carli, by
5 and through their respective attorneys of record herein, stipulate and agree as follows:

6 1. The parties have entered into a Settlement Agreement and Mutual Release of All
7 Claims ("Settlement Agreement"), a true and correct copy of which is attached as Exhibit A to
8 the Declaration of Katherine McDonough.

9 2. The parties stipulate to the entry of judgment in favor of Plaintiffs and against
10 Defendant Simas Floor, as follows:

11 a. Plaintiff Resilient Floor Covering Pension Fund will retain all withdrawal
12 liability payments made as of May 31, 2012 by Defendants M&M and/or Simas Floor
13 (including those payments made under protest), all of which shall be and are credited as
14 payments of Defendant M&M's withdrawal liability.

15 b. In accordance with Paragraphs 2(a) through (e) of the parties' Settlement
16 Agreement, Defendant Simas Floor shall pay the Reduced Withdrawal Liability of
17 \$1,260,597.00 to Plaintiff Pension Fund in fifty (50) equal quarterly installments of
18 principal and interest in the amount of \$37,500.00, beginning in June, 2012 and
19 continuing each September, December, March and June thereafter until the final
20 installment payment in September, 2024, or until the Reduced Withdrawal Liability is
21 paid in accordance with subparagraph 2(c) of the Settlement Agreement, whichever is
22 earlier.

23 c. Except as stated above, all claims alleged in the 2nd Amended Complaint
24 and in the Counterclaim on file herein shall be dismissed, with prejudice.

25 d. Each party shall bear its own costs and attorneys fees, if any, incurred
26 herein or in any appeals.

27 e. This Court shall retain jurisdiction to enforce this Stipulated Judgment in
28 accordance with the terms of the parties' Settlement Agreement.

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2 Dated: Nov. 27, 2012.

KRAW & KRAW LAW GROUP

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4 /s/Katherine McDonough
Katherine McDonough

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6 Attorneys for Resilient Floor Covering Pension Fund and
7 the Board of Trustees of the Resilient Floor Covering
Pension Fund

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9 Dated: October 19, 2012.

DAVENPORT GERSTNER & McCLURE

10 / s /
11 Stephen Thomas Davenport, Jr.

12 Attorneys for Defendant and Counter-Claimant Simas
13 Floor Company, Inc. and Defendants M&M Installation,
14 Inc., Mark K. Simas, Kenneth Simas, Jack Simas, David G.
Simas, Craig Simas, and Michele Simas Carli

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17 **ORDER AND JUDGMENT**

18 Pursuant to the foregoing Stipulation of the parties and the Settlement Agreement and
19 Mutual Release of All Claims ("Settlement Agreement") which is attached as Exhibit A to the
20 Declaration of Katherine McDonough,

21 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment is awarded
22 in favor of Plaintiffs Resilient Floor Covering Pension Fund and the Board of Trustees of the
23 Resilient Floor Covering Pension Fund, and against Defendant and Counter-Claimant Simas
24 Floor Company, Inc., as follows:

25 1. Plaintiff Resilient Floor Covering Pension Fund will retain all withdrawal liability
26 payments made as of May 31, 2012 by Defendant M&M Installation, Inc. and/or Defendant and
27 Counter-Claimant Simas Floor Company, Inc. (including those payments made under protest),
28 all of which shall be and are credited as payments of M&M's Withdrawal Liability.

1 2. In accordance with Paragraphs 2(a) through (e) of the parties' Settlement
2 Agreement, Defendant and Counter-Claimant Simas Floor Company, Inc. shall pay the Reduced
3 Withdrawal Liability of \$1,260,597.00 to Plaintiff Resilient Floor Covering Pension Fund in fifty
4 (50) equal quarterly installments of principal and interest in the amount of \$37,500.00, beginning
5 in June, 2012 and continuing each September, December, March and June thereafter until the
6 final installment payment in September, 2024, or until the Reduced Withdrawal Liability is paid
7 in accordance with subparagraph 2(c) of the parties' Settlement Agreement, whichever is earlier.

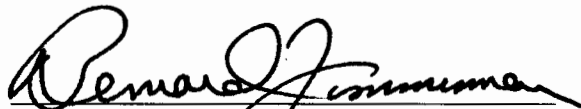
8 3. Except as stated above, all claims alleged in the 2nd Amended Complaint and the
9 Counterclaim on file herein are dismissed, with prejudice.

10 4. Each party shall bear its own costs and attorneys fees, if any, incurred herein or in
11 any appeals.

12 5. This Court retains jurisdiction to enforce this Stipulated Judgment in accordance
13 with the terms of the parties' Settlement Agreement.

14 IT IS SO ORDERED.

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17 Dated: 28 Nov '12


Hon. Bernard Zimmerman
UNITED STATES MAGISTRATE JUDGE